

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

AL LEIBOVIC, on behalf of himself
and all others similarly situated,

Plaintiff,

Case No.: 15-12639

v.

HONORABLE VICTORIA A. ROBERTS

UNITED SHORE FINANCIAL
SERVICES, LLC,

Defendant.

_____ /

**ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT'S MOTION TO
DISMISS**

Before the Court is a motion by Defendant, United Shore Financial Services, LLC ("United Shore"), to dismiss claims brought by Plaintiff, Al Leibovic, on behalf of himself and all others similarly situated, pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6), or, in the alternative, to strike class action allegations (Dkt. No. 9). Following the United States Supreme Court's decision in *Campbell-Ewald Co. v. Gomez*, No. 14-857, slip. op. (U.S. Jan. 20, 2016), United Shore withdrew its arguments pertaining to Rule 12(b)(1) of the Federal Rules of Civil Procedure (Dkt. No. 20). The motion is fully briefed.

On January 26, 2016, the Court heard argument on the motion. Attending were: Brett Doran and Ian Burkow, on behalf of United Shore; and Paul Scarlato, Douglas Bench, and Darryl Bressack, on behalf of Leibovic.

For the reasons stated on the record, United Shore's motion to dismiss pursuant

to Rule 12(b)(6) is **GRANTED** for Count III – Bailment, and **DENIED** for Counts I – Breach of Implied Contract, II – Unjust Enrichment, and IV – Negligence. United Shore’s alternative request to strike class action allegations is premature, and is, thus, **DENIED WITHOUT PREJUDICE**; these arguments may be renewed at the class-certification stage.

IT IS ORDERED.

S/Victoria A. Roberts
Victoria A. Roberts
United States District Judge

Dated: January 27, 2016

The undersigned certifies that a copy of this document was served on the attorneys of record by electronic means or U.S. Mail on January 27, 2016.

s/Linda Vertriest
Deputy Clerk